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NOTES OF CASES.

ADVERSE POSSESSION—UNINCORPORATED SOCIETIES.—An unincorporated church society is held, in *Stewart v. White* (Ala.), 55 L. R. A. 211, to be incapable of acquiring title by adverse possession.

TELEPHONE COMPANIES—AGREEMENT AS TO RIVALS.—A telephone company is held, in *State ex rel. Gwynn v. Citizens' Telephone Co.* (S. C.), 55 L. R. A. 139, to have no right to impose, as a condition of extending its facilities to one desirous of obtaining them, an agreement not to use a rival system.

COURTS—CIVIL AND ECCLESIASTICAL.—The rule is well settled that the civil courts will not enforce the judgments of the ecclesiastical courts. But where the parties, by a valid agreement, constitute an ecclesiastical court the arbiter between them and agree to abide by its decision as an award, the civil courts will enforce the award. *Poggenburg v. Conniff* (Ky.), 67 S. W. 845.

CONTRACTS—PENALTY—LIQUIDATED DAMAGES.—A provision for the retention of 15 cents per 100 feet from the contract price of logs to be cut and delivered, upon all logs not delivered by a specified date, is held, in *Kilbourne v. Burt & B. Lumber Co.* (Ky.), 55 L. R. A. 275, to be properly regarded as one for liquidated damages and not as a penalty.

CONTEMPT—FIDUCIARIES—HABEAS CORPUS.—A receiver who has been imprisoned as in contempt of court for failure to comply with an order for the delivery of funds in his hands is held, in *Tindall v. Westcott* (Ga.), 55 L. R. A. 225, to have no right to be discharged under a writ of *habeas corpus* sued out before another judge, on the ground that he is unable by reason of his poverty to comply with the order.

EXTRADITION—HABEAS CORPUS.—Under *habeas corpus* to inquire into the validity of the arrest and custody of a fugitive from a foreign State, held on an extradition warrant, it is held, in *State ex rel. McNichols v. Justus* (Minn.), 55 L. R. A. 325, that the court will not extend its inquisition beyond the rendition warrant to ascertain whether the prisoner had been previously unlawfully arrested, or was in unlawful custody at the time such warrant was served upon him.

ACCORD AND SATISFACTION—THIRD PARTIES.—An accord between the plaintiff and a third person as to the subject-matter of suit, and a satisfaction moving from such third person to the plaintiff, who accepts and retains it, are held, in *Jackson v. Pennsylvania R. Co.* (N. J. Err. & App.), 55 L. R. A. 87, to be payable in bar of the action, if the defendant has either authorized or ratified the settlement.

TAXATION—CHARITABLE INSTITUTIONS.—An infirmary maintained by the proprietors of a medical college to induce attendance at the college for the

instruction and clinical experience received in an infirmary is *held*, in *Gray Street Infirmary v. Louisville* (Ky.), 55 L. R. A. 270, not to be exempt from taxation as a purely public charity, although a great deal of charitable work is done in it.

TELEPHONE COMPANIES—RIGHT OF SUBSCRIBER TO USE EXTENSION INSTRUMENTS.—A telephone company, although having a monopoly of the business in a particular city, is *held*, in *Gardner v. Providence Telephone Co.* (R. I.), 55 L. R. A. 113, to have a right to deprive a customer of service upon his refusal to discontinue the use, in connection with its wires on his premises, of extension instruments not furnished by it, where it is able and willing to furnish such instruments upon reasonable terms.

FIERI FACIAS—LEVY UNDER VOID OR VOIDABLE JUDGMENT.—A legal levy on personal property of a writ of execution valid on its face, issued on a judgment voidable only, and not void, and taking possession of the property levied upon by the officer serving the writ, are *held*, in *Pitkin & Brooks v. Burnham H. M. Co.* (Neb.), 55 L. R. A. 280, to place the property *in custodia legis*.

With this case is a note collating the authorities on effect of levy under void or voidable judgment.

MASTER AND SERVANT—INJURIES TO THIRD PERSONS.—A motion by a servant employed to drag bales of cotton from a sidewalk into a warehouse, as if to throw the iron hook furnished him to aid in the work at some boys playing upon the bales, but who are in no way interfering with his work, to frighten them away, is *held*, in *Guille v. Campbell* (Pa.), 55 L. R. A. 111, not fairly to tend to effectuate the discharge of his duty, so as to render his master liable for an injury to a bystander, caused by the slipping of the hook from his hand.

ACCIDENT INSURANCE—FAILURE TO GIVE NOTICE.—A person who suffered a fall by accident, resulting in concussion of the brain, which deranged and crazed his mind so that he could not intelligently give the notice and required information regarding the accident within the time stipulated in an accident insurance policy, is *held*, in *Woodmen Acci. Asso. v. Byers* (Neb.), 55 L. R. A. 291, to be excused in law from compliance with the condition of the policy in that regard, during the time of the existence of the disability.

See 7 Va. Law Register, 67.

LANDLORD AND TENANT—LIABILITY FOR EJECTING SICK TENANT AFTER EXPIRATION OF TERM.—Removing a tenant and his family from the leased premises under a judgment of forcible entry and detainer, on a cold day, at a time when his child is visibly broken out with measles, is *held*, in *Bradshaw v. Frazier* (Iowa), 55 L. R. A. 258, to be an abuse of legal process, which will render the landlord liable for the injurious consequences to the child.

With this case there is a note reviewing the authorities on liability for ejecting sick tenant, lodgers, or other occupants from building when right of occupancy has terminated.